SUPERVISOR OF ELECTIONS
HERNANDO COUNTY, FLORIDA
AGREEMENT
CONTRACT NO. _____

THIS AGREEMENT made and entered into this _____ day of June, 2015, by and between SUPERVISOR OF ELECTIONS, 20 N. Main St., Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the SOE and DOMINION VOTING SYSTEMS, INC., duly authorized to conduct business in the State of Florida, hereinafter called the SUPPLIER or DOMINION.

WITNESSETH:

SECTION 1.   The SOE does hereby retain the SUPPLIER to furnish certain services in connection with:

the purchase of voting and tabulation system hardware and software licenses for use by the SOE, and related

services.

SECTION 2.   The SUPPLIER and the SOE mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any supplemental thereto. Reference herein to SOE Administrator shall mean the Supervisor of Elections or her designee.

SECTION 3.   The SOE will be entitled at all times to be advised, at its request, as to the status of work being done by the SUPPLIER and of the details thereof.   Coordination shall be maintained by the SUPPLIER with representatives of the SOE. Either party to the Agreement may request and be granted a conference.

SECTION 4.   In the event there are delays on the part of the SOE as to the approval of any of the materials submitted by the SUPPLIER, as if there are delays occasioned by circumstances beyond the control of the SUPPLIER which delay the project schedule completion date, the SOE shall grant to the SUPPLIER, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the SUPPLIER to ensure at all times that sufficient contract time remains within which to complete all services on the project.   In the event there have been delays that would affect the project completion date, the SUPPLIER shall submit a written request to the SOE that identifies the reason(s) for the delay and the amount of time related to each reason.   The SOE shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event contract time expires and the SUPPLIER has not requested, or if the SOE has denied an extension of the completion date, payments will be stopped on the date time expires.   No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the SOE.

SECTION 5.   The SUPPLIER shall maintain an adequate and competent professional staff and may associate with Specialists, Sub-Contractors and/or other Contractors, for the purpose of its services hereunder, without additional cost to the SOE.   Should the SUPPLIER desire to utilize other Specialists, Sub-Contractors and/or Contractors in the performance of the work, the SUPPLIER shall be responsible for satisfactory completion of all such Specialists', Sub-Contractors' and/or other Contractors' work, and may not assign or transfer work under this

Agreement to other Specialists, Sub-Contractors or Contractors unless approved in writing by the SOE. It is agreed that only Specialists, Sub-Contractors and/or other Contractors which have been approved by an authorized representative of the SOE will be used by the SUPPLIER. It is also agreed that the SOE will not, except for services so designated herein, or as may be approved by the SOE, if applicable, permit or authorize the SUPPLIER to perform less than the total contract work with other than its own organization.

SECTION 6. The SUPPLIER shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 7. The SOE agrees to pay the SUPPLIER compensation as detailed in Exhibit B, attached hereto and made a part hereof. No additional fees or expenses will be paid.

SECTION 8. The SOE may terminate this Agreement in whole or in part at any time the interest of the SOE requires such termination.

    a) If the SOE reasonably determines that the performance of the SUPPLIER is not satisfactory, the SOE shall have the option of:

        1) immediately terminating the Agreement and paying the SUPPLIER for work reasonably satisfactorily performed hereunder through the date of termination;

        2) notify the SUPPLIER of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the SUPPLIER shall be paid for work satisfactorily completed to such specified date.

    b) If the SOE requires termination of the Agreement for reasons other than unsatisfactory performance of the SUPPLIER, the SOE shall notify the SUPPLIER of such termination and specify the state of work at which time the Agreement is to be terminated, and the SUPPLIER shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

    c) If the Agreement is terminated before performance is completed, the SUPPLIER shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 9. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the SOE and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 10. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 11. Supplier shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the SOE of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the SOE, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this contract.

    1. **WORKERS' COMPENSATION:** As required by law:

        STATE...Statutory
        APPLICABLE FEDERAL.....................................Statutory
        EMPLOYER'S LIABILITY....................................Minimum: $100,000 each accident
                                                 $100,000 by employee
                                               $500,000 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less then three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. http://www.myfloridacfo.com/wc/exemption.html

2. **GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, <u>Independent Contractor, Contractual Premises/Operations, and Personal Injury</u> covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

    COVERAGE AS FOLLOWS:
    EACH OCCURRENCE...$1,000,000
    GENERAL AGGREGATE..$2,000,000
    PERSONAL/ADVERTISING INJURY....................................$1,000,000
    PRODUCTS-COMPLETED OPERATIONS AGGREGATE...$2,000,000

    Per Project Aggregate (if applicable)

    ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

    FIRE DAMAGE (Any one (1) fire)......................................$50,000
    MEDICAL EXPENSE (Any one (1) person)...........................$5,000

3. **ADDITIONAL INSURED:** Consultant/Firm agrees to endorse Hernando SOE as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Supervisor of Elections." <u>Proof of Endorsement is required</u>.

4. **WAIVER OF SUBROGATION:** Consultant/Firm agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

5. **AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

    COVERAGE AS FOLLOWS: COMBINED SINGLE LIMIT (CSL)...............................$1,000,000
    BODILY INJURY (Per Person)..................................$1,000,000
    BODILY INJURY (Per Accident)...............................$1,000,000
    PROPERTY DAMAGE...$1,000,000

SECTION 12. The SUPPLIER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the SUPPLIER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

3

a)	For the breach of violation of Paragraph (16) the SOE shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. Unless otherwise required by law or judicial order, the SUPPLIER agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the SOE and securing its consent in writing. The SUPPLIER also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the SOE. This does not include materials previously or concurrently developed by the SUPPLIER for "In House" use. Only data generated by SUPPLIER for work under this Agreement shall be the property of the SOE.

SECTION 14. Standards of Conduct - Conflict of Interest - The SUPPLIER covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The SUPPLIER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 15. The SOE reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the SUPPLIER'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the SUPPLIER for or on behalf of the SOE under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the SOE in conformity with the provisions of Paragraph (8) hereof. The SUPPLIER shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The SOE also reserves the right to terminate or cancel this Agreement in the event the SUPPLIER shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The SOE further reserves the right to suspend the qualifications of the SUPPLIER to do business with the SOE upon any such indictment or direct information.   In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the Supervisor of Elections.

SECTION 16. SUPPLIER shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SUPPLIER and other persons employed or utilized by SUPPLIER in the performance of the contract.

SECTION 17. All notices required to be served on the SUPPLIER shall be served by Registered or Certified mail, Return Receipt Requested, to SUPPLIER'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the Supervisor of Elections, 20 N. Main St., Room 165, Brooksville, FL 34601.

SECTION 18. Hernando SOE reserves the privilege of auditing a vendor's records, by a representative of the SOE, as such records relate to equipment, goods or services and expenditures; therefore, with respect to any express or implied agreement between Hernando SOE and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando SOE further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 19. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida.

In any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 20.   E-VERIFY.

SUPPLIER is advised that the SOE has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the SOE will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, SUPPLIER represents and warrants (a) that the SUPPLIER is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the SUPPLIER employees are legally eligible to work in the United States, and (c) that the SUPPLIER has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of SUPPLIER's intent to use and/or current use of unauthorized workers may not be a basis to delay the SOE'S award of a contract to the SUPPLIER unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the SOE.

Legitimate claims of the SUPPLIER's use of unauthorized workers must be reported to both of the following agencies:
(i)   ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the SUPPLIER's employees are not legally eligible to work in the United States, then the SOE may, in its sole discretion, demand that the SUPPLIER cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the SOE, and/or debar the SUPPLIER from bidding on all SOE contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

SUPPLIER is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as pf each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 21.   LITIGATION

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 23.   Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment
Exhibit "C" Certificate of Insurance
Exhibit "D" Notice to Proceed
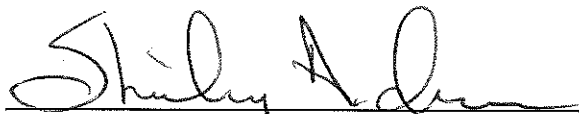
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)   SUPERVISOR OF ELECTIONS

Attest: _____

        Donald C. Barbee, Jr., Clerk of Circuit Court   Shirley Anderson, Supervisor of Elections

Witness_____   By _____

        Michael Frontera, General Counsel   John Poulos, President and CEO
        Dominion Voting Systems Inc.   Dominion Voting Systems Inc.

6

EXHIBIT "A"
SCOPE OF SERVICES

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:

   1.1. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and updated by DOMINION and approved in writing by the customer, or the occurrence of other events defined in Section 6.

   1.2. "Dominion Software" means software and firmware programs licensed to the SOE by DOMINION and any associated documentation including the following:

      1.2.1. "Democracy Suite® Software," DOMINION'S election management software associated with the ImageCast® voting system which includes Election Event Designer and Results Tally and Reporting.

      1.2.2. "ImageCast® Software," the software/firmware designed for use in the ImageCast® voting system.

      1.2.3. "Mobile Ballot Printing," an application used to search, preview and print ballots via a local printer device.

   1.3. "Dominion Hardware" means the ImageCast® Evolution Scanner or "ICE," a precinct level digital scanner and tabulator as more specifically herein.

   1.4. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.

   1.5. "License" has the meaning set forth in Section 5.

   1.6. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

   1.7. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which DOMINION provides to SOE pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.

2. **DOMINION'S Responsibilities.** DOMINION shall:

   2.1. Deliver the System and services as described herein.

2.2.   Appoint a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall communicate with the SOE as to the status of information, procedures and progress on deliverables and advise the SOE forthwith upon the occurrence of any material change in such plans.

2.3.   Provide the SOE with a Software Use License pursuant to the terms as described in Schedule 1 and payment by the SOE as described in Exhibit B.

2.4.   Provide the SOE with one (1) reproducible electronic copy of the user documentation.

2.5   Assist in the Acceptance testing process as required by Section 6 herein.

2.6.   Provide invoices to SOE as described in Exhibit B.

3.   **SOE'S Responsibilities.** SOE shall:

3.1.   Appoint a SOE project manager ("SOE Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of SOE personnel, equipment, vehicles and facilities. The SOE Project Manager shall be empowered to make decisions on behalf of the SOE with respect to the work being performed under this Agreement. The SOE Project Manager shall also have direct access to the SOE's top management at all times for purposes of problem resolution.

3.2.   Conduct Acceptance testing process as required by Section 6.

3.3.   SOE shall provide reasonable access and entry into all SOE property required by DOMINION to provide the goods and perform the services described in this Agreement. All such access and entry shall be provided at SOE's expense.

4.   **Title and Risk of Loss.**

4.1.   Title to the System, Excluding All Software. Title to the System, or any portion thereof, excluding software and firmware, will pass to SOE upon delivery.

4.2.   Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of DOMINION, or any third party that owns such software.

4.3. Risk of Loss. DOMINION shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is accepted by SOE. SOE shall provide DOMINION with a single location for shipment and DOMINION shall not be responsible for shipping to more than one location. To retain the benefit of this clause, SOE shall notify DOMINION of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by DOMINION.

5. Software License and Use.

5.1. License. Upon mutual execution of this Agreement, DOMINION grants to the SOE, and the SOE accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the software License terms and conditions as outlined in Schedule 1.

5.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. SOE consents to the terms and conditions of the third party license agreements by SOE's first use of the System.

6. Acceptance.

6.1 Acceptance Plan and Criteria. Prior to delivery of any component of the System, DOMINION shall provide an Acceptance Testing Plan (ATP) detailing the Acceptance Criteria (Criteria) and the method(s) of acceptance testing to be conducted for each component of the System and for the integrated System as installed. SOE shall review the ATP and, in cooperation with DOMINION, revise the plan as necessary or provide approval of the ATP in writing.

6.2. Dominion Software or Dominion Hardware (Unit Acceptance Testing). After delivery of any component of the Dominion Software or Dominion Hardware, the SOE will supervise DOMINION's performance of the acceptance testing of such units, in accordance with the ATP and the Criteria. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than twenty (20) business days after installation. Upon successful completion of the Unit Acceptance Testing, SOE shall provide confirmation of the Unit Acceptance to DOMINION's Project Manager in writing.

6.3. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the SOE will conduct system acceptance testing in accordance with the ATP and the Criteria. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than twenty (20) business days after installation of the System.

6.4.   <u>System Conformance</u>. SOE will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in the Agreement in a manner that does not affect the performance of the System, in whole or in part, and DOMINION shall provide a plan of action to cure such non-conformity with reasonable dispatch.

7.   Warranties.

7.1   <u>Dominion Software Warranty</u>. The Dominion Software warranty is subject to the software License terms and conditions outlined in Schedule 1.

7.2   <u>Third Party Products</u>. The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, DOMINION shall pass through to SOE all warranties such manufacturers make to DOMINION regarding the operation of third party products.

7.3   <u>Dominion Hardware Warranty</u>. The Dominion Hardware Warranty shall remain in effect until five (5) years after Acceptance of the Dominion Hardware (the "Hardware Warranty Term") subject to SOE payment (when applicable) of the Dominion Hardware Warranty fees described in Exhibit B attached hereto. In the event the SOE wishes to extend the Hardware Warranty Term, DOMINION shall provide the SOE a commercially reasonable offer (the "Offer") to extend the Hardware Warranty Term for up to twelve (12) additional one year periods. Any DOMINION offer shall be equal to or less than the lowest Hardware Warranty pricing sold by DOMINION, at the time of Offer, for the same Dominion Hardware, same warranty year covered, under similar quantities, and under similar terms to this Agreement. DOMINION warrants that when used with the hardware and software configuration purchased through or approved by DOMINION, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by DOMINION. DOMINION further warrants that the System delivered to the SOE has been certified for use as a voting system Division of Elections, Bureau of Voting System Certification under the applicable laws and administrative rules of the State of Florida.

7.4   <u>Dominion Hardware Warranty</u>. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, DOMINION shall provide a replacement for the Dominion Hardware component or, at DOMINION'S sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by DOMINION for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

7.4.1.   SOE shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to DOMINION, and DOMINION shall bear the

costs for standard shipping of the repaired or replaced component of Dominion Hardware to SOE.

7.4.2.   The following services are not covered by this Agreement, but may be available at DOMINION'S current time and material rates:

    7.4.2.1.   Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;

    7.4.2.2.   Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

    7.4.2.3.   Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by DOMINION;

    7.4.2.4.   Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

7.5.   <u>No Other Warranties.</u> DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. Deliverables Summary.

Description	Quantity
Precinct Tabulation Hardware & Software:	
ImageCast Evolution (ICE) Tabulator with Dual Display *Each ICE Tabulator includes:*	50
- *Tabulator/Scanner*	*1*
- *Internal Battery*	*1*
- *Thermal Printer with Paper Roll*	*1*
- *8G Flash Memory Cards*	*2*
- *I-Buttons*	*2*
ICE Pollworker Light	50
ICE Ballot Box - Plastic	50
Absentee Ballot/Central Scanning Hardware & Software:	
ImageCast Central (ICC) DRS Scanners* *Each ICC Scanner includes:*	1
- *DRS Model – PS976*	*1*
- *Computer w/19" Monitor, Keyboard & Mouse*	*1*
Election Management System Hardware & Software:	
Democracy Suite® Election Management System Software	1
EMS SERVER – DELL PowerEdge T110 standard configuration includes:	1
Mini Server Rack	1
Smart UPS 1500 (tower)	1
Dell Power Connect 2816	1
Network Cables: Molded Cat 6 UTP Patch Cables (12 units)	1
Power Strip (Rack Mount)	1
Monitor/Mini KVM: LCD VGA Standard monitor with 4-Port KVM	1
Compact Flash Reader/Writer	1
EMS I-Button Programmer w/USB Adapter	1
SQL License	1

Voice Synthesis Software – 1 Voice License	1
Listener Server - Base	1
Watchguard Firewall Protection	1
Digi Connect Port LTS 8	1
Back-up EMS Workstation Laptop	1
Mobile Ballot Printing Software Module	1
Accessories	
8G Flash Memory Cards	50
ICE Accessible Voting Kit	50
ICE Paper Roll	50
ICE Tech Key	5
Implementation Services	
Equipment Acceptance Testing	
ICE	50
ICC	1
EMS	3
ICE/ICC Hardware Training	2
Election Support Services: Implementation	
Project Management	2
Onsite Pre-Mock Election Support - Logic and Accuracy Testing (/day)	2
Democracy Suite EMS Programming - Base Setup	1
Democracy Suite EMS Programming – Per Precinct	37
Democracy Suite EMS Programming – Per Tabulator	42
Onsite Mock Election Day Support (/day)	1
ICE Pollworker Light	50
Training for Democracy Suite EMS Programming	7
Train the Pollworker Trainer	2
Election Day Rover Technical Training	1
Mobile Ballot Printing Training	1

9. Detailed Deliverables Description.

9.1 ***ImageCast® Evolution (ICE) Scanner and Tabulator (Hardware and Software)*** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the SOE shall consist of the following items:

9.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.

9.1.2 Two (2) Compact Flash 8GB memory cards.

9.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.

9.1.4 An internal thermal printer and one (1) paper roll for generating reports.

9.1.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.

9.1.6 An integrated Pollworker light for notifications.

9.1.7 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

9.1.8 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

9.1.9 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.

9.1.10 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.

- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

9.1.10 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an

ATI (Audio-Tactile Interface). The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.

9.2 ***ICE Molded Plastic Ballot Box.*** A textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a three (3) compartments, custom designed for use with the ImageCast Evolution.

9.3 ***One (1) ImageCast Central (ICC) DRS Scanners.*** DOMINION shall provide one (1) ImageCast® Central DRS Scanner for use by the SOE. This includes a computer w/19" Monitor, Keyboard and Mouse.

9.4 ***ImageCast® Evolution and Central Scanner Software.*** This Agreement includes software licenses for the ImageCast Evolution and Central software pursuant to the software License Terms attached as Schedule 1.

9.5 ***Democracy Suite Software*** platform is a set of applications used for pre-voting, Election Day, and post-voting activities. The Democracy Suite EMS consists of the following components:

9.5.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

9.5.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

9.5.3 Voice Synthesis Software is used to create synthesized audio files in one language for audio ballot presentation for accessible voting.

9.5.4   Mobile Ballot Production is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the SOE voter registration system. DOMINION agrees that pursuant to the terms Software License Agreement, the SOE shall have the right to print the ballot PDF's from the third party ballot on demand system, provided that the third party ballot on demand printer has been qualified to print Dominion ballots by Dominion and agreed to the Dominion copyright.

9.6   **EMS System Hardware.** Dominion will provide the EMS System Hardware required for operating the Democracy Suite Software system. The EMS System hardware shall consist of the following third party hardware and software components:

9.6.1   One (1) Democracy Suite Application Software License

9.6.2   One (1) EMS Server- Dell PowerEdge T110 standard configuration.

9.6.3   One (1) Mini server Rack.

9.6.4   One (1) Dell PowerConnect 2816.

9.6.5   One (1) Network cables; Molded Cat 6 UTP Patch Cables (12 units)

9.6.6   One (1) Power Strip (Rack Mount)

9.6.7   One (1) Monitor/ Mini KVM: LCD VGA Standard monitor with 4-port KVM

9.6.8   One (1) Compact Flash Reader/Writer

9.6.9   One (1) EMS I-Button Programmer w/ USB Adapter

9.6.10 One (1) SQL License

9.6.11 One (1) Listener Server- Base

9.6.12 One (1) Watchguard Firewall Protection

9.6.13 One (1) Digi Connect Port LTS 8

9.6.14 One (1) Back-up EMS Workstation Laptop

10   Services Description

10.6 Project Management Support. DOMINION will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. Upon execution of this Agreement, the Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

10.7 Implementation Services. During the implementation phase of the Agreement, DOMINION shall provide the following services:

10.7.1 System Acceptance Testing Support. DOMINION will provide direct onsite training and support during the System Acceptance Testing period.

10.7.2 Mock Election Support. DOMINION shall provide a total of three (3) days of direct onsite support for System Mock Election.

10.7.3 EMS Server Installation, Configuration & Testing. DOMINION will provide a total of three (3) days of direct onsite support for EMS Server installation, configuration & testing.

10.7.4 System Training. DOMINION shall provide a total of ten (10) days of direct onsite training for the System, including the ICE, ICC, EMS, Mobile Ballot Printing, and general troubleshooting.

10.7.5 Pollworker Train the Trainer. DOMINION shall provide training to SOE staff on operations of the ImageCast® ICE, voter check-in, Mobile Ballot Production, system setup, testing and troubleshooting.

10.7.6 Election setup and database creation services. DOMINION shall provide election setup services and support for the election database creation and ballot review for the SOE first use Election.

10.7.7 Election Support. DOMINION will provide three (3) days of Election Day Support.

10.8 Other Services, Consumables or Equipment. Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the SOE at the then current DOMINION list price.

SCHEDULE 1

DOMINION VOTING SYSTEMS SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Agreement" shall mean the agreement between the Parties for the purchase and use of the licensed Software.

1.2. "Licensee" shall mean the Dominion customer defined in the Agreement.

1.3. "Licensor" shall mean Dominion Voting Systems.

1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.5. "Software" means the Democracy Suite® System, Mobile Ballot Printing and/or ImageCast® software licensed by Licensor hereunder, in object code form.

1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in the Licensor's documentation.

1.7. "Term" shall mean the term period defined in the Agreement.

2. License.

2.1. License to Software. Subject to the terms herein and payment by the Licensee of License Fees as described in Exhibit B of the Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own business purposes.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule 1-A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule 1-A.

2.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software the constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes descried in this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which software is provided.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

3.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade

under the applicable laws and regulations of the Licensee's State, Licensor may make the certified Software upgrade available to the Licensee at no additional cost.

3.2.   Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide under any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

4.   Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

4.1.   Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2.   Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3.   Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4.   Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

5.   Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

6.   Warranties. The following warranties shall apply.

6.1.   Software Warranty. Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2.   Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3.   NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE 1-A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1.   Definitions.

1.1.   "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2.   "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2.   Print Copyright License and Use.

2.1.   <u>Copyright License Grant</u>. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule 1-A.

2.2.   <u>Copyright License Use.</u> Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i)   any commercial or non-commercial printer
(ii)   any third party vendor using ballot on demand system.

2.3.   <u>Rights and Interests.</u>   All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3.   No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE

EXHIBIT "B"
COMPENSATION AND METHOD OF PAYMENT

1. <u>Compensation Summary</u> - Prices of equipment, software licenses, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity	Unit Price	Extended Price
Precinct Tabulation Hardware & Software:			
ImageCast Evolution (ICE) Tabulator with Dual Display	50	$8,500.00	$425,000.00
ICE Discount	50	$1,500.00	($75,000.00)
ICE Pollworker Light	50	$230.00	$11,500.00
ICE Ballot Box - Plastic	50	$1,000.00	$50,000.00
Subtotal			**$411,500.00**
Absentee Ballot/Central Scanning Hardware & Software:			
ImageCast Central (ICC) DRS Scanners	1	$85,000.00	$85,000.00
ICC Discount	1	($15,000.00)	($15,000.00)
Subtotal			**$70,000.00**
Democracy Suite® Election Management System Hardware & Software:			
Democracy Suite® Election Management System Software (EMS)	1	$125,000.00	$125,000.00
Discount on EMS	1	($100,000.00)	($100,000.00)
EMS SERVER – DELL PowerEdge T110 standard configuration includes:	1	$6,600.00	$6,600.00
Mini Server Rack	1	$870.00	$870.00
Smart UPS 1500 (tower)	1	$1,270.00	$1,270.00
Dell Power Connect 2816	1	$400.00	$400.00
Network Cables: Molded Cat 6 UTP Patch Cables (12 units)	1	$150.00	$150.00
Power Strip (Rack Mount)	1	$180.00	$180.00
Monitor/Mini KVM: LCD VGA Standard monitor with 4-Port KVM	1	$300.00	$300.00

Compact Flash Reader/Writer	1	$75.00	$75.00
I-Button Programmer w/USB Adapter	1	$50.00	$50.00
SQL License	1	$2,500.00	$2,500.00
Voice Synthesis Software	1	$750.00	$750.00
Listener Server - Base	1	$5,200.00	$5,200.00
Watchguard Firewall Protection	1	$2,700.00	$2,700.00
Digi Connect Port LTS 8	1	$1,850.00	$1,850.00
Back-up EMS Workstation Laptop	1	$2,750.00	$2,750.00
Mobile Ballot Printing Software Module	1	$4,000.00	$4,000.00
Mobile Ballot Printing Software Discount	1	($4,000.00)	($4,000.00)
Subtotal			**$50,645.00**
Accessories			
8G Flash Memory Cards	50	$100.00	$5,000.00
ICE Accessible Voting Kit	50	$240.00	$12,000.00
ICE Paper Roll	50	$3.00	$150.00
ICE Tech Key	5	$25.00	$125.00
Subtotal			**$17,275.00**
Implementation Services			
Equipment Acceptance Testing			
ICE	50	$200.00	$10,000.00
ICC	1	$1,575.00	$1,575.00
EMS	3	$1,575.00	$4,725.00
ICE/ICC Hardware Training	2	$1,800.00	$3,600.00
Subtotal			**$19,900.00**
Election Support Services: Year 1			
Project Management	2	$1,575.00	$3,150.00
Onsite Pre-Mock Election Support - Logic and Accuracy Testing (/day)	2	$1,575.00	$3,150.00
Democracy Suite EMS Programming Base Setup	1	$2,000.00	$2,000.00

Democracy Suite EMS Programming Per Precinct	37	$50.00	$1,850.00
Democracy Suite EMS Programming Per Tabulator	42	$30.00	$1,260.00
Onsite Mock Election Day Support (per day)	1	$1,575.00	$1,575.00
Training for Democracy Suite	7	$1,800.00	$12,600.00
Train the Pollworker Trainer	2	$1,800.00	$3,600.00
Election Day Rover Technical Training	1	$1,800.00	$1,800.00
Mobile Ballot Printing Training	1	$1,800.00	$1,800.00
Subtotal			**$32,785.00**
Estimated Shipping	51	$230.00	**$11,708.00**
Legacy system credit	100	($250)	($25,000)
Credit for purchasing system within 24 months	40	($250)	($10,000)
Outright Purchase – Year 1 Total:			**$578,813.00**

Year 1 Software License	**Quantity**	**Unit Price**	**Extended Price**
ICE Annual Software License	50	Included	Included
ICC Annual Software License	1	Included	Included
Democracy Suite Software License	1	Included	Included
Mobile Ballot Printing Software License	1	Included	Included
Years 2-8 Annual Software License*			
ICE Annual Software License	50	$299	$14,950
ICC Annual Software License	1	$3,890	$3,890
Democracy Suite Software License	1	$25,000	$25,000
Mobile Ballot Printing Software License	1	$1,000	$1,000

* After Year 2, the Licensor reserves the right to increase the annual software license fee up to two percent (2%) of the previous year's fee. The increase would begin as defined in Section 2 of Exhibit B.

Extended Warranty Per Year (Optional)			
ICE	50	$275.00	$13,750.00
ICC	1	$5,600.00	$5,600.00

2. <u>Payment Terms.</u> The SOE shall pay invoices in a timely manner in accordance with the provisions of Sections 218.70 through 218.80, Fla. Stat., the Florida Local Government Prompt Payment Act. Payments specified in this Exhibit B are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the SOE, provided the SOE is or becomes subject to any such taxes. If the SOE is exempt from taxes, SOE shall provide DOMINION a tax exemption certificate demonstrating its exempt status.

   2.1 Year 1 shall cover the time period from the acceptance date of equipment through 9/30/2016.

      2.1.1 SOE will pay 30% payment within thirty (30) days of contract execution.
      2.1.2 SOE will pay 50% payment within thirty (30) days of DOMINION'S invoice upon acceptance of each invoiced item.
      2.1.3 SOE will pay the final 20% payment within thirty (30) days after SOE certification of the March 2016 election.

   2.2 Year 2: 10/1/2016-9/30/2017: $64,190.00 Invoice shall be issued on 10/1/2016

   2.3 Year 3: 10/1/2017-9/30/2018: $64,190.00 Invoice shall be issued on 10/1/2017

   2.4 Year 4: 10/1/2018-9/30/2019: $64,190.00 Invoice shall be issued on 10/1/2018

   2.5 Year 5: 10/1/2019-9/30/2020: $64,190.00 Invoice shall be issued on 10/1/2019

   2.6 Year 6-17: Invoices shall be issued each year following the schedule listed above. SOE will receive invoices October 1 of the payment year.

3. <u>Limitation of Liability.</u> DOMINION's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Subject to Florida Statutes 768.28, the County and Supervisor of Elections limitation of liability shall be limited for any loss, damage, costs or expenses under or in connection with this Agreement, arising out of negligence or willful misconduct of SOE on account of or in connection with SOE's use of service under the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage, incurred by the other party or any third party, when not arising from the parties negligent or willful misconduct.